

KAHO‘OLAWE ISLAND RESERVE YOUTH RELEASE OF LIABILITY

This document does not constitute authorization to visit Kaho‘olawe. Such authorization must be obtained from the Kaho‘olawe Island Reserve Commission. I have requested the Kaho‘olawe Island Reserve Commission to allow my child to enter the island of Kaho‘olawe.

I agree and acknowledge that MY CHILD’S SAFETY IS MY RESPONSIBILITY and no one else’s. I further acknowledge that my child has been instructed to follow safety instructions- both written and verbal. I will direct my child to follow all federal and state requirements and comply with all KIRC directives.

I fully understand, and by my signature acknowledge that I understand that:

1) ENTIRE ISLAND IS DANGEROUS AND UNSAFE DUE TO UXO. The island of Kaho‘olawe and its waters were used from 1941 to 1990 as a live ordnance military training complex and a live ordnance impact training area by the United States and its allies. The ENTIRE ISLAND IS DANGEROUS AND UNSAFE due to the presence of surface and subsurface UNEXPLODED ORDNANCE. There may be hazardous conditions and ordnance on and under the surface of the island and in the waters surrounding the island. Unexploded ordnance may explode causing my child serious bodily harm, injury, and death. Although the United States Navy conducted a UXO cleanup on the island, the island of Kaho‘olawe remains dangerous and unsafe due to UXO.

Knowing that the island is dangerous and unsafe and that the pervasive presence of unexploded explosives present to me A RISK OF SERIOUS BODILY HARM OR DEATH, I nevertheless desire my child to go to the island of Kaho‘olawe. I voluntarily ASSUME THE RISK OF INJURY OR LOSS to my child created by the presence of explosives and other hazardous conditions, which exist on the island.

2) NO MEDICAL FACILITIES EXIST ON KAHO‘OLAWE. I fully understand that there are no medical facilities on Kaho‘olawe. In the event of a serious or life threatening injury, I understand that the Medivac Helicopter will transport my child to an emergency care facility subject to the availability of the Maui County Medivac Helicopter.

Knowing that the island of Kaho‘olawe does not contain any medical facilities and that the island presents many dangerous conditions, I voluntarily desire to send my child to Kaho‘olawe

3) TRAVEL OVER THE ROUGH AND RUGGED TERRAIN OF KAHO‘OLAWE IS INHERENTLY DANGEROUS. The roads and trails on the island of Kaho‘olawe are extremely rough and rugged. The vehicles used on these roads and trails might be old, have exposed metal surfaces, do not include typical vehicle safety features, and may break down while some distance from the airlift support. I fully understand, and by my signature acknowledge that I understand, that if my child rides in any of these vehicles while on the island, my child MAY BE INJURED and that if the vehicle breaks down, my child may be required to walk a significant distance to find communication and transportation support.

I voluntarily ASSUME THE RISK OF INJURY OR LOSS to my child created by the existing condition of the roads, trails, and rough terrains of the island. Knowing that

the vehicles and all areas of the island present a risk of injury, I nevertheless desire my child to visit Kaho‘olawe and travel in old vehicles. I voluntarily ASSUME THE RISK OF INJURY OR LOSS to my child associated with travel to and from the island via helicopters and/or ocean going crafts.

4) INJURY MAY RESULT FROM THE USE OF BASE CAMP AND OTHER FACILITIES. The buildings, boardwalks, and pathways in the base camp and other structures on the island are constructed out of rough materials, contain exposed metal surfaces, present many rough and uneven surfaces, and do not include typical safety features. I understand that injury to my child may result in their use. I voluntarily ASSUME THE RISK OF INJURY OR LOSS created by the existing conditions of the buildings, boardwalks, and pathways in the base camp and other structures on Kaho‘olawe

5) DANGEROUS CONDITIONS ARE PRESENT IN THE WATERS OF THE RESERVE. Recreational swimming may take place at the beach areas of Kaho‘olawe Island; unexploded explosives may be present in the waters; and sharks or other natural dangers may also be present. I further understand the risks presented by the currents, surf, and shoreline conditions. I understand that certified lifeguards are not present and swimming is at the swimmer’s risk.

Knowing that the waters of the Kaho‘olawe island reserve may contain dangerous conditions including but not limited to the presence of unexploded ordnance, sharks, dangerous currents and surf, I voluntarily ASSUME THE RISK OF INJURY OR LOSS to my child created by the dangerous conditions existing in the waters of Kaho‘olawe.

RELEASE, INDEMNIFY AND HOLD HARMLESS. With full knowledge of the dangers and hazards, I RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS the State of Hawai‘i and any and all of its officers, agents, and employees, for death or injury to my child or damage to or destruction of any of my property resulting from the hazardous conditions previously listed, to include transportation to, from, on, or in the island and waters of Kaho‘olawe.

In consideration of allowing my child the access which I have requested, I, for myself, my heirs, beneficiaries, executors, and administrators, REMISE, RELEASE, AND FOREVER DISCHARGE the State of Hawai‘i, and any and all of their officers, agents and employees, acting in their official capacity with due diligence, from any and all claim(s), demand(s), or cause(s) of action on account of my child’s death or any injury to me or my property which may occur from my own negligence, or by hazards listed herein, or by unforeseeable mishap during my access to the island of Kaho‘olawe or incident thereto. This release of liability is effective for the access period commencing on _____ and ending on _____.

Child’s Name(Print) _____ Age: _____

Parent/Guardian’s Name (print) _____

Parent/Guardian’s Signature: _____ Date _____

Mailing Address: _____

This form must be submitted no later than _____ before your access date. The KIRC reserves its right to refuse access if the waiver is not signed and received by the deadline above.